



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

March 9, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**OPERATING FOOD AND VENDING SERVICES AT
DEPARTMENT OF PUBLIC WORKS HEADQUARTERS
SUPERVISORIAL DISTRICT 5
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for Operating Food and Vending Services at Department of Public Works Headquarters to LunchStop, Inc., located in San Jose, California. There is no cost to the County as LunchStop, Inc., will pay the County a percentage of its net receipts derived from cafeteria and vending machine sales. This contract will be for a term of one year commencing upon Board approval and execution by both parties, or April 6, 2006, whichever occurs last, with four 1-year renewal options, not to exceed a total of five years.
2. Delegate authority to the Director of Public Works to execute this contract; to renew it for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions not exceeding a total of six months, for the convenience of the County; and to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to have your Board approve an agreement, which will provide for cafeteria operations, management, and vending machine services at Public Works Headquarters.

Since 1988, cafeteria operations, management, and vending machine services for approximately 1,700 employees and visitors to the Headquarters complex have been provided under agreements with private cafeteria and vending machine services vendors. Maintaining an on-site cafeteria and vending machine services is definitely an asset for our employees.

The earliest possible effective date for this agreement is desirable in order to avoid a substantial lapse in service as the current contract for these services expire on March 29, 2006.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goal of Organizational Effectiveness as the contractor has the specialized expertise to provide these services efficiently, timely, and in a responsive manner. In addition, this contract will generate revenue, thereby, promoting the County Strategic Plan Goal of Fiscal Responsibility.

FISCAL IMPACT/FINANCING

There is no cost to the County. Under the terms of the agreement, the contractor will pay the County 5 percent of its monthly net receipts, less sales tax, derived from the operation of the cafeteria, and 10 percent of its monthly net receipts derived from vending machine sales, less sales tax, California Redemption Value, and refunds. Revenue will be deposited in the Public Works' Internal Services Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which is substantially reflected in Enclosure A, the contractor will sign. County Counsel has reviewed this contract as to form.

Public Works has evaluated and determined that this recommended contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121) as authority to

contract for this service is expressly provided by statute (California Government Code Section 25536). County Counsel concurs with this determination.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

The contractor has submitted written documentation that reflects they have not had any Labor Law/Payroll violations within the last three years of their proposal submission date. Public Works requested labor/payroll history of the contractor from the State Department of Industrial Relations, Division of Labor Standards Enforcement, which we should receive within the next 30 days.

ENVIRONMENTAL DOCUMENTATION

This recommended contract does not constitute a project as defined by the California Environmental Quality Act.

CONTRACTING PROCESS

On January 12, 2006, Public Works solicited proposals from 135 independent contractors and community business enterprises to accomplish this work. Also, notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On February 1, 2006, four proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included compensation plan, references, experience, site visits, financial resources, work plan of action, and demonstrated controls over payroll record keeping. As part of the evaluation, committee members made site visits to at least one current operation of each proposer. Finally, the four proposers were invited to make a presentation to the evaluation committee. Based on this evaluation, it is recommended that this contract be awarded to the most responsive proposer, LunchStop, Inc., located in San Jose, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding employee notification of the Federal-earned income tax credit, contractor responsibility and debarment (revised), jury service requirements, no payment for services received after contract expiration or termination, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is started.

As requested by your Board, the contractor has submitted a safety record that reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as this service is presently contracted with the private sector.

The Honorable Board of Supervisors
March 9, 2006
Page 5

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

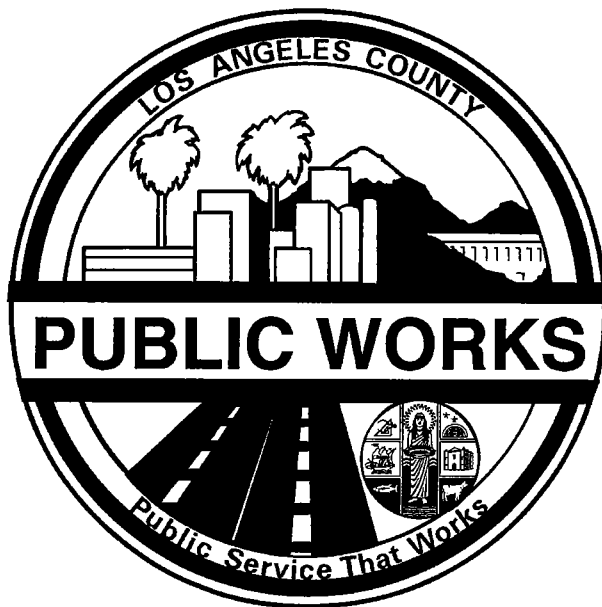
EL
P:\aspub\CONTRACT\ERIN\CAFETERIA\CAFETERIA-2006\Board Letter-LunchStop.doc

Enc. 3

cc: Chief Administrative Office
County Counsel

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

LUNCHSTOP, INC.

FOR

OPERATING FOOD AND VENDING SERVICES AT
DEPARTMENT OF PUBLIC WORKS HEADQUARTERS

TABLE OF CONTENTS

AGREEMENT FOR OPERATING FOOD AND VENDING SERVICES AT DEPARTMENT OF PUBLIC WORKS HEADQUARTERS

	PAGE
SAMPLE AGREEMENT	1-4
EXHIBIT A Scope of Work	A.1-16
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Headings.....	B.1
B. Definitions.....	B.1
C. Ambiguities or Discrepancies.....	B.2
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Assurance of Compliance with Civil Rights Laws.....	B.4
B. Conflict of Interest.....	B.4
C. Consideration of Hiring County Employees Targeted for Layoffs.....	B.4
D. Consideration of Hiring GAIN/GROW Employees.....	B.4
E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement.....	B.5
F. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	B.5
G. County Lobbyists.....	B.5
H. Nondiscrimination in Employment.....	B.6
I. County's Quality Assurance Plan.....	B.7
J. Notice to Employees Regarding the Federal Earned Income Credit..	B.7
K. Recycled-Content Paper Products.....	B.7
L. Publicity.....	B.7
M. Termination for Improper Consideration.....	B.8
N. Warranty Against Contingent Fees.....	B.8
O. Compliance with Applicable Laws.....	B.9
P. Legal Status of Contractor's Personnel at Facility.....	B.9
Q. No Payment for Services Following Expiration or Termination of Contract.....	B.9
R. Limitation of the County's Obligation Due to Non-appropriation of Funds.....	B.10
S. Gratuitous Work.....	B.10
T. Assignment by Contractor/Approved Franchisee.....	B.10
U. Subcontracting.....	B.12
V. Governing Laws.....	B.12
W. Notice of Delay.....	B.12
X. Record Retention and Inspection/Audit Settlement.....	B.13
Y. Validity.....	B.14
Z. Waiver.....	B.15
AA. Default and Termination.....	B.15

	BB.	Notification.....	B.17
	CC.	Changes and Amendments of Terms.....	B.18
	DD.	Confidentiality.....	B.19
	EE.	Contractor's Charitable Activities Compliance.....	B.19
Section 3		General Conditions of Contract Work	
	A.	Labor.....	B.20
	B.	Public Convenience.....	B.20
	C.	Cooperation.....	B.20
	D.	Care and Protection of Facilities.....	B.20
	E.	Equipment, Labor, Supervision, and Materials.....	B.20
	F.	Permits/Licenses.....	B.20
	G.	Quality of Work.....	B.20
	H.	Quantities of Work.....	B.21
	I.	Cooperation and Collateral Work.....	B.21
	J.	Authority of Public Works and Inspection.....	B.21
	K.	Safety Requirements.....	B.21
	L.	Public Safety.....	B.21
	M.	Work Area Controls.....	B.21
	N.	Transportation.....	B.22
	O.	Storage of Materials and Equipment.....	B.22
	P.	Jobsite Safety.....	B.22
	Q.	Labor Law Compliance	B.22
	R.	Overtime	B.22
	S.	Prohibition Against Use of Child Labor	B.22
Section 4		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status.....	B.24
	B.	Indemnification.....	B.24
	C.	Workplace Safety Indemnification.....	B.24
	D.	General Insurance Requirements.....	B.25
	E.	Compensation for County Costs.....	B.26
	F.	Insurance Coverage Requirements for Subcontractors.....	B.26
	G.	Insurance Coverage Requirements.....	B.27
Section 5		Contractor Responsibility and Debarment.....	B.29
Section 6		Contractor Employee Jury Service Program	
	A.	Contract Subject to Jury Service Program.....	B.31
	B.	Written Employee Jury Service Policy.....	B.31
Section 7		Local Small Business Enterprise Preference Program.....	B.33
Section 8		Safely Surrendered Baby Law Program	
	A.	Notice to Employees Regarding the Safely Surrendered Baby Law..	B.34
	B.	Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.....	B.34
Section 9		Compliance with Living Wage Program	
	A.	Living Wage Program.....	B.35
	B.	Payment of Living Wage Rates.....	B.35
	C.	Contractor's Submittal of Certified Monitoring Reports.....	B.37

D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims.....	B.37
E.	County Auditing of Contractor Records.....	B.37
F.	Notifications to Employees.....	B.38
G.	Enforcement and Remedies.....	B.38
H.	Use of Full-Time Employees.....	B.40
I.	Contractor Retaliation Prohibited.....	B.40
J.	Contractor Standards.....	B.40
K.	Neutrality in Labor Relations.....	B.40

EXHIBIT C Internal Revenue Service Notice 10159

EXHIBIT D Safely Surrendered Baby Law Posters

EXHIBIT E Cafeteria Diagram

P:\aspub\CONTRACT\ERIN\CAFETERIA\CAFETERIA-2006\5-TOC-AGREEMENT-PROP A.doc

SAMPLE AGREEMENT FOR
OPERATING FOOD AND VENDING SERVICES AT
DEPARTMENT OF PUBLIC WORKS HEADQUARTERS

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and LunchStop, Inc., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 1, 2006, hereby agrees to provide services as described in the attached specifications for Operating Food and Vending Services at Department of Public Works Headquarters, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Cafeteria Diagram; and the CONTRACTOR'S Proposal, all attached hereto, and the Request for Proposals and Addenda to the Request for Proposals are incorporated herein by reference and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: This Contract's initial term shall be for a period of one year commencing upon Board approval and execution by both parties, or April 6, 2006, whichever occurs last. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FOURTH: The CONTRACTOR shall operate manual food service and vending services (hereinafter referred to as Services) at Department of Public Works Headquarters located at 900 South Fremont Avenue, Alhambra, CA 91803-1331 (hereinafter referred to as Premises) on a revenue generation basis. The CONTRACTOR shall deliver to the Contract Manager a CONTRACTOR payment equal to 5 percent of its Net Manual Sales (all sales, other than vending sales, made by the CONTRACTOR on the Premises, reduced by applicable sales taxes) generated in the Dining Center and Alhambra Room, including catering. The initial payment shall be made by May 15, 2006, and shall be based upon all Net Manual Sales from the commencement of the term of this Contract to April 30, 2006. Subsequent payments shall be made on or before the fifteenth (15th) day of each month and shall be based upon all Net Manual Sales for the prior calendar month.

The CONTRACTOR shall receive any remaining profit on all Net Manual Sales generated in the Dining Center and Alhambra Room, including catering. The CONTRACTOR shall also bear all losses, if any, in the event receipts from the operation of its Services are less than the CONTRACTOR'S Cost of Business (determined on an accrual basis in accordance with generally accepted accounting principles as consistently applied by the CONTRACTOR).

1. The CONTRACTOR shall submit to the Contract Manager its certified living wage monitoring reports after the end of each of its accounting periods.
2. The CONTRACTOR shall submit to the Contract Manager a profit and loss statement by May 15, 2006, and shall be based upon Manual Sales and Costs of Business from the commencement of the term of this Contract to April 30, 2006. The CONTRACTOR shall submit subsequent profit and loss statements on or before the fifteenth (15th) day of each month and shall be based upon all Manual Sales and Costs of Business for the prior calendar month.
3. The CONTRACTOR understands and agrees that only the designated Contract Manager is authorized to request or approve additional services under this Contract.

FIFTH: The CONTRACTOR shall utilize First Class Vending, Inc., as a subcontractor to operate its vending service for Public Works. Prices of food products (hereinafter referred to as Products) sold through the subcontractor's vending machines shall be determined by mutual consent between the CONTRACTOR, the subcontractor, and Public Works. For the privilege of selling Products on the Premises, subcontractor will pay 10 percent commission on all vending sales made by the subcontractor on the Premises, reduced by applicable sales taxes (hereinafter referred to as Net Vending Receipts) to Public Works. The initial payment shall be made by May 15, 2006, and shall be based upon all Net Vending Receipts from the commencement of the term of this Contract to April 30, 2006. Subsequent payments shall be made on or before the fifteenth (15th) day of each month and shall be based upon all Net Vending Receipts for the prior calendar month. Subcontractor shall provide monthly vending statements in a format acceptable to Public Works. Both commission payments and monthly vending statements shall be sent to the Contract Manager. The vending commission rate is based on the existing Federal, State, and local tax structure, including, but not limited to, sales taxes; and any other tax or levy by any level of government which affects the subcontractor. In the event of an increase in said taxes or levies, or a change in said tax structure which increases subcontractor's liability, by mutual consent between the CONTRACTOR, subcontractor, and Public Works commissions may be reduced to compensate the subcontractor for such increases, or increased liability, or prices for the products sold may be increased.

//
//
//
//
//

SIXTH: The financial terms of this Contract have been negotiated between the parties upon the condition that the CONTRACTOR shall operate its Services at the same points of service agreed to when the CONTRACTOR begins operations hereunder. If Public Works desires the CONTRACTOR to operate its Services for additional points of service and/or remain in operation additional hours, Public Works and the CONTRACTOR shall mutually agree on the appropriate financial arrangements for the additional points of service and/or additional hours.

SEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

EIGHTH: In the event that terms and conditions which may be listed in the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, terms, and conditions as reflected in this AGREEMENT, or in Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

NINTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

TENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, ordered these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

LUNCHSTOP, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

OPERATING FOOD AND VENDING SERVICES AT
DEPARTMENT OF PUBLIC WORKS HEADQUARTERSA. Public Works Contract Manager

Public Works Contract Manager will be Mr. Anthony Ford of Administrative Services Division, who may be contacted at (626) 458-4075, e-mail address: aford@ladpw.org, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

The Contract Manager will act as the Contractor's Public Works contact. The Contract Manager will keep the Contractor informed on current departmental policies and procedures relating to the operations of the food and vending services, as well as review the Contractor's operations, statements, payments, etc.

B. Work Location

County of Los Angeles Department of Public Works Headquarters located at 900 South Fremont Avenue, Alhambra, CA 91803-1331 (hereinafter referred to as Premises). The food service facility is located in the ancillary portion of the Premises and includes a 500 square-foot kitchen area, a 6,483 square-foot general dining area (Dining Center), and a 2,450 square-foot private dining area (Alhambra Room).

C. Work Description

Public Works grants to the Contractor, as an independent contractor, the exclusive right to operate a manual food service and vending service at the Premises and the exclusive right to sell to employees, guests, and other persons at the Premises, food products and other such articles (Products/Merchandise) as shall be approved by Public Works (said manual food service and vending service hereinafter referred to as Services). The relationship herein created is expressly declared not to be that of employer and employee, nor partnership, nor landlord and tenant, nor any relationship other than that of Public Works furnishing to the Contractor space on Premises to operate the Premises' Cafeteria and to provide the Premises with vending services.

D. Utilities

Public Works will provide all utilities (electricity, water, gas, and sewers) at no cost to Contractor.

E. Storage Facilities

Public Works will provide limited storage facilities for the Contractor on the Premises. Contractor shall not utilize Premises for storage of Contractor's Products/Merchandise other than Products/Merchandise destined for sale at the Premises.

F. Removal of Debris/Garbage

All debris/garbage derived from the cafeteria and vending services specified herein will be removed from Premises and disposed of at Public Works' expense. Public Works will provide trash and garbage bins, as well as refuse collection cans, as necessary. Contractor shall appropriately place all trash and garbage generated in providing these Services inside the provided bins. Contractor shall conjoin with any Public Works sponsored environmental and recycling programs.

G. Special Safety Requirements

1. All Contractor's employees shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while working on the Premises. Contractor shall immediately correct any unsafe condition and/or unsafe practices under its control at the Premises. Contractor shall immediately report any unsafe condition and/or practices under the control of Public Works to the Contract Manager.
2. Contractor shall obtain emergency medical care for any member of the public who is in need because of illness or injury occurring on the portion of the Premises under the Contractor's control. Contractor shall promptly and fully cooperate with any Public Works investigation of any injury or death occurring on the Premises which the Contractor or its employees has knowledge, observed, and/or reported.

H. Responsibilities of the Contractor

The Contractor shall:

1. Provide a Contractor Representative who shall be a full-time employee of the firm, and provide overall management and coordination of this Contract. The Contractor Representative shall act as the central contact with Public Works and shall have full authority to act for the Contractor on

all contract matters relating to the daily operation of these Services. The Contractor Representative shall act as the manager to make inspections, answer questions, resolve problems, respond to emergencies, and approve all reports. The Contractor Representative shall not be the on-site Cafeteria manager/supervisor. All management/supervisors shall be provided to the satisfaction of Public Works. Contractor shall immediately notify the Contract Manager of any change of the Contractor Representative.

2. Operate and manage its Services at the Premises as agreed upon, keep its Services adequately serviced and supplied with appropriate Products/Merchandise of good quality as that served to all its other clients. The Contractor shall provide its Services at mutually agreed prices. Prices shall include all taxes and be rounded to the nearest five cents. The Contractor further agrees that price increases shall not be requested in the first twelve months from the start of this Contract. Prices for the Products/Merchandise, or increases thereto, sold through the Contractor's Services shall be determined by mutual consent between the Contractor and Public Works; however, that in the event of sales tax changes, it is agreed that the Contractor shall have the right to adjust said prices upon 30 days' notice to Public Works to reflect any increase or decrease. All Products/Merchandise shall remain the property of the Contractor, with title vested in the Contractor until sold.
3. Install and maintain a mutually agreed number and type of vending machines at mutually agreed locations for the sale of food products, non-alcoholic beverages, and other mutually agreed articles. Vending machine service shall be provided at least weekly.
4. Maintain its Services and conditions at high standard of quality, freshness, neatness, sanitation, and cleanliness.
5. Pay all Federal, State, and local taxes which may be assessed against the Contractor's equipment or Products/Merchandise while in or upon the Premises as well as all Federal, State, and local taxes assessed in connection with the operation of its Services upon the Premises.
6. Comply with all Federal, State, and local laws and regulations governing the preparation, handling, serving of foods, and to procure and keep in effect all necessary licenses, permits, registrations, certificates, and food handler's cards required by law, and to post such permits within the catering areas in a prominent place as required by law. All costs in connection with such taxes, licenses, permits, registrations, certificates, and food handler's cards shall be a cost of business and shall be charged to the operation of the business.

7. Comply with applicable Federal, State, and local laws and regulations pertaining to wages (including Living Wage) and hours of employment.
8. Hire all employees necessary for the performance of this Contract. Upon being hired, such employees shall be subject to such health examination as proper city, State, or Federal authority may require in connection with their employment. All persons employed by the Contractor shall be the employees of the Contractor, and not of the County, and shall be covered by a fidelity bond. Proof of coverage and subsequent fidelity bond updates shall be submitted to the Contract Manager in a timely manner.
9. Perform all necessary mopping of the floors in the storage and food service preparation and serving areas. Premises facilities under Contractor's control, the Contractor's facilities and services, as well as the food prepared by the Contractor shall at all times be subject to and available for inspection by an authorized person(s) designated by the Contract Manager.
10. Not under any circumstances at the Premises sell, dispense, furnish, or supply to anyone, or use, or permit to be used or consumed, any alcoholic beverages or alcoholic liquor without the expressed written consent of the Contract Manager.
11. Prohibit the sale of smoking products.
12. Remove all dishes, plates, utensils, and trays left in the center court patio after the lunch service or more often if necessary.
13. Clean tables, booths, and chairs in the dining area, as needed, during business hours.
14. Not create or attempt to create any liens upon Public Works owned facilities, specifically the Cafeteria area and/or Public Works owned equipment by way of chattel mortgage or otherwise. Contractor shall not make any purchase in connection with this operation/business in the name of Public Works.
15. Strictly prohibit the use of profane or indecent language, as well as boisterous, loud conduct on the part of the Contractor's employees.
16. Not place signs, menu boards, placards, or advertising matter in any part of the Cafeteria, or on the Premises, or adjacent grounds without the approval of the Contract Manager.
17. Warrant that all foods offered for sale or kept for sale under this Contract shall be clean, wholesome, pure, and of good quality which conforms to all

Federal, State, and County laws, ordinances, and regulations, as well as meets with the approval of the Contract Manager. Products/Merchandise kept on Premises shall be stored and handled with due regards for sanitation. All food items shall be delivered or served within temperatures ranges established by industry standards and applicable health and safety rules and regulations. These foods shall be prepared or cooked on the Premises, with the exception of breads, pastries, ice cream, and other items, which with the approval of the Contract Manager may be prepared or cooked elsewhere. Food service by the Contractor shall be in accordance with accepted industry standards and at all times be designed to achieve the safest and highest levels of cleanliness. No unadulterated, misbranded, or impure food and/or articles shall be sold or kept for sale on the Premises by the Contractor.

18. Not make any alterations, additions, or revisions to the Premises or equipment without approval of the Contract Manager including, if any, noted in the Contractor's Proposal. This does not preclude the Contractor from installing and using equipment furnished by the Contractor, except that such equipment and the installation thereof shall be first approved by the Contract Manager.
19. Furnish and install at its own cost and expense any additional equipment necessary for operation of the Services with the approval of the Contract Manager. The Contractor shall maintain by repair and replacement a sufficient amount of equipment at all times so as to render an efficient and complete service. The equipment furnished by the Contractor shall remain the property of the Contractor and may be removed by it upon the termination of this Contract.
20. Provide all necessary expendable items and consumable supplies such as, but not limited to, paper cups, paper plates, napkins, condiments, etc.
21. Keep all records on file related to providing these Services for a period of five years from the date the record was made. Upon reasonable notice, the Contractor shall give Public Works or its authorized representative the privilege at a reasonable time of inspecting, examining, and auditing, during normal business hours, such Contractor's business records which are directly relevant to the financial arrangements set forth in this Contract. The cost of such inspection, examination, and audit will be at the sole expense of Public Works and such inspection, examination and audit shall be conducted at the Contractor's location where reports are normally maintained.
22. Maintain a method of accounting acceptable to Public Works which correctly and accurately reflects the gross receipts and disbursement the Contractor makes in connection with these Services. The method of

accounting, including bank accounts established for these Services, shall be separate from the accounting system used for any other business operated by the Contractor or for recording Contractor's personal financial affairs. Such method shall include the keeping of the following documents:

- a. Regular books of accounting such as general ledgers.
 - b. Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
 - c. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sum shown, which will be kept in confidence by the County.
 - d. Cash register tapes (daily tapes may be separated) but shall be retained so that day to day the sales can be identified.
 - e. Any other accounting records that Public Works deems necessary for proper reporting of receipts relating to these Services.
23. Record all sales by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded in the sales slip. Cash registers shall, in all cases, have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset, and sales details are imprinted. Beginning and ending cash registers readings shall be made a matter of daily record. Public Works shall be furnished and retain all the reset keys for the cash registers, as necessary.
24. Open all documents, books, and accounting records for inspection and reinspection at any reasonable time during the term of this Contract and up to one year after the conclusion of this Contract. In addition, Public Works may from time to time conduct an audit and reaudit of the books and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with Public Works' inspection of the records or audit shall be treated as confidential information and exempt from public disclosure thereof. Public Works shall not be liable or responsible for the disclosure of any such records including those marked trade secret, confidential or proprietary, if such disclosure is deemed to be required by law or an order of a Court.
25. Furnish Public Works with a monthly gross receipts report. A copy of the monthly sales report shall be mailed to the Contract Manager. Contractor shall also furnish the Contract Manager with an annual Profit and Loss

Statement and a balance sheet prepared by a person on a form acceptable to Public Works. The annual financial statements shall be submitted within 60 days of the close of this Contract's accounting year. The closing date shall be determined by reference to the date of the commencement of this Contract.

26. Ensure that the Contractor's employees and agents comply with and observe all applicable rules and regulations concerning conduct on the Premises which Public Works imposes upon Public Works employees and agents. Premise rules, regulations, and procedures include, but are not limited to, entry and exit procedures, emergency procedures, etc. Contractor shall instruct its employees as to Public Works' rules, regulations, and procedures. Contractor shall take immediate and all appropriate action to correct any inappropriate action by its employees when notified by Public Works or when such actions are directly observed by the Contractor.
27. Operate the cafeteria weekly, between the hours of 6 a.m. to 3 p.m., Monday through Thursday. Public Works employees scheduled morning break is between 8:30 a.m. and 10 p.m., and afternoon break is between 2 p.m. and 3 p.m. Lunch is scheduled between 11:30 and 1 p.m.
28. Provide employees who speak English fluently, especially those employees who interface with County personnel and the public.
29. Not allow its employees to bring personal visitors into facilities, nor may they bring in any type of weapons or unlawful goods.
30. Not allow smoking with on the Premises except in the designated area.
31. Not allow or permit to remain on the Premises any offensive matter or refuse material which could create a possible fire hazard, or other substance containing an unnecessary, unreasonable, or unlawful material detrimental to public health. The Contractor shall prevent any accumulation thereof from occurring.
32. Ensure the kitchen, serving area, and all equipment and material located therein are at all times clean, sanitary, and free from rubbish, refuse, food scraps, garbage, dust, dirt, offensive or unclean materials.
33. Thoroughly and properly clean after each period of use all apparatus, appliances, utensils, devices, equipment, and piping used by the Contractor with hot water and suitable soap, detergents, and sterilizing agents and shall be rinsed by flushing with hot water. All trays, dishes, china, crockery, glassware, silverware, cutlery, and other equipment of

such type shall be cleaned immediately after using and shall be kept clean until reused.

34. Wash and sanitize on a regularly scheduled basis, all small equipment including, but not limited to, beverage dispensers, coffeemakers and serving equipment, tray and utility carts, and all large equipment, including, but not limited to, walk-in and reach-in refrigerators, steam kettles, steamers, larger ovens, hoods, freezers, ice makers, guards, vents, warmer, etc.
35. Clean all floors behind the serving line, and in the kitchen and dish washing areas. Public Works will nightly clean (Monday through Thursday) the area in front of the serving line and in the dining areas. Contractor shall continuously monitor and correct spills in the kitchen, serving area, and dining areas during normal hours of operation.
36. File with the Contract Manager, a certificate for each member of the Contractor's food service staff showing that within the last two years such persons have been examined and been found to be free of communicable tuberculosis. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the State Business and Professions Code or a notice from a public health agency or unit of the Tuberculosis Association which indicates freedom from active tuberculosis. In addition, Contractor shall provide annual medical certifications for each staff member at its expense.
37. Ensure that all its personnel satisfy the following health standards and requirements. Contractor employees involved in the preparation of food shall undergo a physical examination before commencing services under this Contract. The physical examinations shall include, but are not limited to, special inspection of nails, skin, and mucous membranes. RPR for syphilis, stool specimen (ova/parasite/culture), CBC, SMA 20 (including SGOT/SGPT), titers for immunity for Hep B/Rubella/Rubeola (will only include Varicella/Mumps if employee does not remember having the illness or vaccine), chest x-ray (14x17), and a PPD (if previously negative). This examination shall be provided at the expense of the Contractor. A physical reexamination shall be required when an employee has had 30 consecutive calendar days of illness and the attending physician's documentation does not clearly indicate the employee is free to return to food handling duties. A food handler with chronic recurrent illness shall be subject to investigation and review of records by the County Occupational Health Services Medical Director. Such review is an evaluation only and shall not include medical treatment, which is the Contractor's responsibility.

38. Provide, within 30 days of commencement of services under this Contract, orientation and health education for food service workers, covering all aspects of food handling, including, but not limited to, personal hygiene, portion control, contamination by bacteria, chemicals, insects, rodents and parasites, proper sanitation and safety procedures, fire and emergency preparedness, and other applicable laws. The Contractor shall maintain a record of all training and note employee attendance. Documentation shall be maintained, including signatures of attendees, date, length of session and summary of subject matter of meeting.
39. Provide its personnel with uniforms, gloves, and hair coverings. Contractor shall ensure that during working hours, employees are dressed in the designated apparel, including a Public Works security identification badge, and in a manner which is clean and orderly. The Contract Manager shall have approval authority over the Contractor's uniforms.
40. Maintain an "A" rating from the Environmental Health Section of the County of Los Angeles Department of Health Services at all times under this Contract. Failure to maintain an "A" rating may result in cancellation of this Contract. Contractor shall, at all times, meet County Health standards and State and Federal health regulations including, but not limited to, those for cleanliness.
41. Not use the Premises for human habitation.
42. Not permit any illegal activities, such as but not limited to, any form of wagering to be conducted upon the Premises.
43. Prepare and provide weekly menus which include prices and a description of each item.
44. At all times, maintain a complete list or schedule of the prices charged for all Products/Merchandise or services, or combinations thereof, supplied to employees and the public on or from the Premises. The prices charged for all Products/Merchandise or services shall be fair and reasonable based on, but not limited to, the following considerations:
 - a. Services are intended to serve the needs of Public Works employees and those of the public for the Products/Merchandise and services supplied by the Contractor;
 - b. Comparability with prices charged for similar goods and services supplied by establishments in the area surrounding the Premises;

- c. A reasonableness of profit margin in view of the cost of providing the same in compliance with the obligations assumed under this Contract; and
 - d. A Public Works goal to increase and maintain high employee utilization of the Cafeteria.
- 45. In the event Public Works notifies the Contractor that prices being charged are not fair and reasonable, Contractor shall have the right to confer with the Contract Manager to justify the prices. Should the conference not reach a favorable conclusion for the Contractor, the Contractor may appeal the determination to the Director whose decision shall be final and conclusive.
- 46. Conspicuously display prices for each item sold to the satisfaction of the Contract Manager as to information given, design, type, size, color, and all other specifics. The Contract Manager will post the Contractor's weekly menus on the Public Works' Intranet.
- 47. Not promote or sponsor private or public events requiring the use of the Premises without the prior approval of the Contract Manager.
- 48. Change or remove a type of Products/Merchandise sold if requested by the Contract Manager. Upon receipt of notice requesting such change, Contractor shall make the requested change within 24 hours of receipt thereof.
- 49. Notify the Contract Manager immediately when a County health inspector arrives at the Premises to perform an inspection.
- 50. Not subcontract Cafeteria and catering services. Cafeteria managers, supervisors, and staff shall be employees of the Contractor. Vending services may be subcontracted.
- 51. Use of all such equipment and facilities in the performance of its obligations herein, subject to the duty to exercise reasonable care in the use thereof.
- 52. Meet the following American with Disabilities Act requirements:
 - a. Read weekly menu on request by visually impaired patrons;
 - b. Provide cafeteria staff assistance on request;
 - c. Provide cafeteria staff assistance on request for sodas, coffee, etc., at cafeteria serving stations; and

- d. Provide cafeteria staff assistance on request anywhere in the cafeteria where height and length of reach creates a problem (i.e., obtaining napkins and/or condiments, tray disposal, etc.)

I. Responsibilities of Public Works

Public Works will:

1. Without cost to the Contractor, provide the existing food service facilities and floor space as previously described, for the efficient performance of the Services, including, but not limited to, the following: heat, hot and cold water, steam, fax, computer, and telephone services.
2. Without cost to the Contractor, furnish all serving and eating utensils, plates, and glasses (not including paper/plastic goods); maintenance and replacement of existing Public Works equipment; and other facility repairs reasonable and necessary for the efficient performance of the Cafeteria's operation. Public Works may from time-to-time replace and/or purchase additional equipment, as it deems necessary. Contractor may request additions or changes to items listed in the inventory. Addition or changes may be made by Public Works only upon satisfactory demonstration of need by the Contractor and after the approval of the Contract Manager
3. Without cost to the Contractor, maintain, repair, and replace Public Works' owned equipment and facilities. Public Works will keep such equipment and facilities maintained in a safe operating condition such that no Contractor's employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, including, but not limited to, the general duty and the specific duty clauses thereof, or any other similar Federal, State, or local law or regulation. However, if equipment provided by Public Works becomes inoperative, hazardous, or inefficient to operate, the Contractor shall immediately cease use of and safely secure the equipment, immediately notify Contract Manager orally, and follow with a repair request in writing. The Contractor shall have the right to effect repairs or replacements at the expense of Public Works, if Public Works fails to do so within a reasonable time after notice of the equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. The Contractor agrees that all equipment furnished by Public Works to the Contractor are the sole property of Public Works and the Contractor agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by Public Works.
4. At the completion of each contract year and at the termination of this Contract as provided for in the Agreement and in Exhibit B, Section 2.AA, Default and Termination, a physical inventory of all Public Works Cafeteria

items, including kitchen utensils plates, equipment, etc., may be performed. Upon notification by the Contract Manager, Contractor shall make available an employee/representative who can assist Public Works with the inventory. Shortages existing between the annual and terminating inventory and the beginning or previous annual inventory, whichever is applicable, shall be replaced in accordance with this Contract. Items supplied by the County or the Contractor between inventory periods shall be considered as a part of the last prior inventory for purposes of establishing shortages.

5. Without cost to the Contractor, be responsible for all necessary cleaning of walls, windows, and electric light fixtures and all necessary vacuuming, scrubbing, mopping, and polishing of floors in the front serving area, Dining Center, and Alhambra Room, as well as any areas adjacent to stands or carts used for the Contractor's Services.
6. Not impose any regulations, policies, or rules on the Contractor's employees not imposed on Public Works employees.
7. Pay all personal property taxes and similar taxes with respect to Public Works equipment located on the Premises.
8. Determine the need for, and provide any necessary inspection.
9. Without cost to the Contractor, provide regular fumigation and rodent control services.
10. Notify the Contractor in writing of any Contractor conduct that Public Works deems to be contrary to this Contract, or any other reason for which Public Works is dissatisfied with the Services provided.
11. Order the improvement of the quality of any Products/Merchandise kept or offered for sale, if Public Works determines that any Products/Merchandise and/or food products are below first class. Contractor shall immediately remove or withdraw from sale any Products/Merchandise or services which may be found objectionable to employees, public welfare, or Public Works, following receipt of written notification from the Contract Manager.
12. Provide a Public Works issued photo-identification badge to be visibly worn by Contractor's employees working on the Premises. It is mandatory that each of Contractor's employees wears these identification badges while working in the Premises. Loss or theft of a Public Works photo-identification badge shall be immediately reported to the law enforcement agency having jurisdiction where the loss or theft occurred. The affected Contractor employee shall also report the loss or theft to the

Contract Manager within 24 hours, along with a copy of the police report. The Contract Manager will report the loss or theft to the County's Office of Security Management via a Security Incident Report. The location on the uniform where the identification badges shall be worn will be approved by the Contract Manager

13. Issue the Contractor any necessary keys. Contractor shall establish and implement a method of ensuring that keys issued are not lost, misplaced, or used by unauthorized persons. No keys shall be duplicated. Contractor shall provide the Contract Manager with a list of all personnel who have been issued keys. Contractor shall prohibit the use of keys by any persons other than its designated employees. Contractor shall immediately report any lost keys to the Contract Manager. Public Works may, at its sole discretion, replace and re-key locks at its own cost. However, if the Contractor loses keys on two or more separate occasions within a twelve month period requiring Public Works to replace keys and to re-key/replacement locks, Public Works may, at its sole discretion, require the Contractor to reimburse Public Works for the replacement of keys and/or re-keying/replacement of locks.
14. Work with the Contractor to correct any areas found by the County's health inspector to be deficient. The Contractor and the Contract Manager will confer as to the best course of action to proceed to make any corrections. However, in general, the Contractor shall correct deficiencies in how food is prepared, stored, displayed, served, etc. Public Works will correct deficiencies of Public Works owned equipment and facilities.
15. Provide and post signs at appropriate areas in the Cafeteria advising patrons that assistance is available from cafeteria staff on request.
16. Audit Contractor's gross receipts and disbursements in connection with these Services on an annual basis or more often, if necessary.

J. Catering

1. The Contractor may operate its catering services, available to Public Works only, out of the Alhambra Room and patio located on the Premises. The Contractor shall be responsible for setup and cleanup of catered area.
2. The Contractor shall accept full responsibility for all appropriate insurance coverage and any addition security during all catering events in order to protect the Premises from damage and the County from liability.
3. The Contractor shall notify the Contract Manager in writing at least 10 days prior to any scheduled catering event if the use of the Premises is required. Contract Manager will notify Public Works Building Manager, if

necessary. Any conflicts arising over the use of the Premises will be resolved by the Building Manager.

4. Public Works reserves the right to permit other catering services for employee functions at the Premises.
5. The Contractor's catering activities shall not conflict with, nor adversely affect, normal Public Works services and operations.

K. Title To Vending Machines and Equipment

All equipment and automatic vending machines installed by the vending subcontractor, pursuant to the provisions of this Contract are and shall at all times remain the property of the vending subcontractor, with title vested in the vending subcontractor. Public Works will have no property interest in the vending machines and/or other equipment. Public Works will permit only employees and agents of the vending subcontractor, to remove, open, or tamper with the vending machines and other equipment of the vending subcontractor, if any.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shutdown an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

M. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- a. All the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of:
- a. One hundred dollars (\$100) for each week or portion thereof that the Contractor fails to submit the requested profit and loss statement showing receipts from manual and vending sales and cost of business to the Contract Manager by the fifteenth (15) day of each month for the prior calendar month.
 - b. One hundred dollars (\$100) for each week or portion thereof that the Contractor fails to maintain an "A" rating from the Environmental Health Section of the Los Angeles County Department of Health Services. Failure to maintain is directly due to the Contractor's failure to properly perform these services in

accordance with Federal, State, or local laws, regulations, ordinances, etc.

- c. Twenty-five dollars (\$25) for each week that the Contractor or its vending subcontractor fails to provide weekly restocking vending services.

P:\aspub\CONTRACTERIN\CAFETERIA\CAFETERIA-2006\7-EXHIBIT A-SCOPE OF WORK1.doc

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Approved Franchisee. The person/business that has been granted a franchise by the Contractor; has met the minimum requirements set forth in the Request for Proposal for this Contract and has been approved by Public Works.

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Costs of Business: Shall be determined on an accrual basis in accordance with generally accepted accounting principles as consistently applied by the Contractor.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Manual Sales. All sales (other than vending sales) made by the Contractor on the Premises.

Net Manual Sales. All sales (other than vending sales) made by the Contractor on the Premises, reduced by applicable sales taxes.

Net Vending Receipts: All vending sales made by the Contractor/Subcontractor on the Premises, reduced by applicable sales taxes.

Premises. County of Los Angeles Department of Public Works Headquarters located at 900 South Fremont Avenue, Alhambra, CA 91803-1331.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions

hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, an no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
 - a. The Contractor shall develop all publicity material in a professional manner.

- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

- 1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.
- 3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

N. Warranty Against Contingent Fees

- 1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor/Approved Franchisee

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor or an Approved Franchisee, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.
4. County has approved Terrence Fogarty as the Approved Franchisee at the commencement of this Contract. Such approval allows the Approved Franchisee to share the license to use the Premises granted in this Contract and to perform all of the duties, obligations, covenants and responsibilities of the Contractor hereunder, including without limitation the provision of insurance, in its own name and naming the County as an additional insured as set forth in this Exhibit's Section 4.D, General Insurance Requirements, and the payment of the cafeteria and catering services consideration. All agreements, performance, acts and omissions by either the Approved Franchisee or the Contractor without the knowledge or consent of the other shall bind both, and the County can rely on the written or oral agreement of either the Approved Franchisee or Contractor and bind them both in connection with the work under this Contract.
5. Approved Franchisee acknowledges and assumes joint and several liability with Contractor for all of the duties, obligations, covenants, conditions and responsibilities of the Contractor hereunder, and grants the County all the rights and remedies it has against Contractor hereunder against the Approved Franchisee.
6. County reserves the right to remove or cause Contractor to remove an Approved Franchisee if County determines in its sole discretion that the Approved Franchisee failed to provide services as required in Exhibit A, Scope of Work, or otherwise breached this Contract, in which event Contractor shall perform in place of the Approved Franchisee until such time as County may approve a new Approved Franchisee. The County's right to require removal of an Approved Franchisee and Contractor's performance in replacement thereof, shall be in addition to the County's rights in the event of default or other breach of this Contract as set forth herein.
7. Notwithstanding County's approval of an Approved Franchisee, Contractor shall remain primarily, and jointly and severally liable with Approved Franchisee under this Contract, is not released of any duty, obligation, covenant, condition or responsibility hereunder, including without

limitation, the provision of insurance, in its own name and naming the County as an additional insured as set forth in this Exhibit's Section 4.D, General Insurance Requirements, and the payment of the cafeteria and catering services consideration.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of the Contractor to comply with any of the provisions of this Section X shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event

shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to, non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection X.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of Subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor has materially breached this Contract; or
 - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault

or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be

addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works' facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works' personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
 - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
- 2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, state, or local environmental law, regulation or mandate, administrative or judicial.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active

negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B.1 under this Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

P:\aspub\CONTRACT\ERIN\CAFETERIA\CAFETERIA-2006\8-EXHIBIT B-PROPA-CONTRACT GEN REQ.doc

Department of the Treasury Internal Revenue Service Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

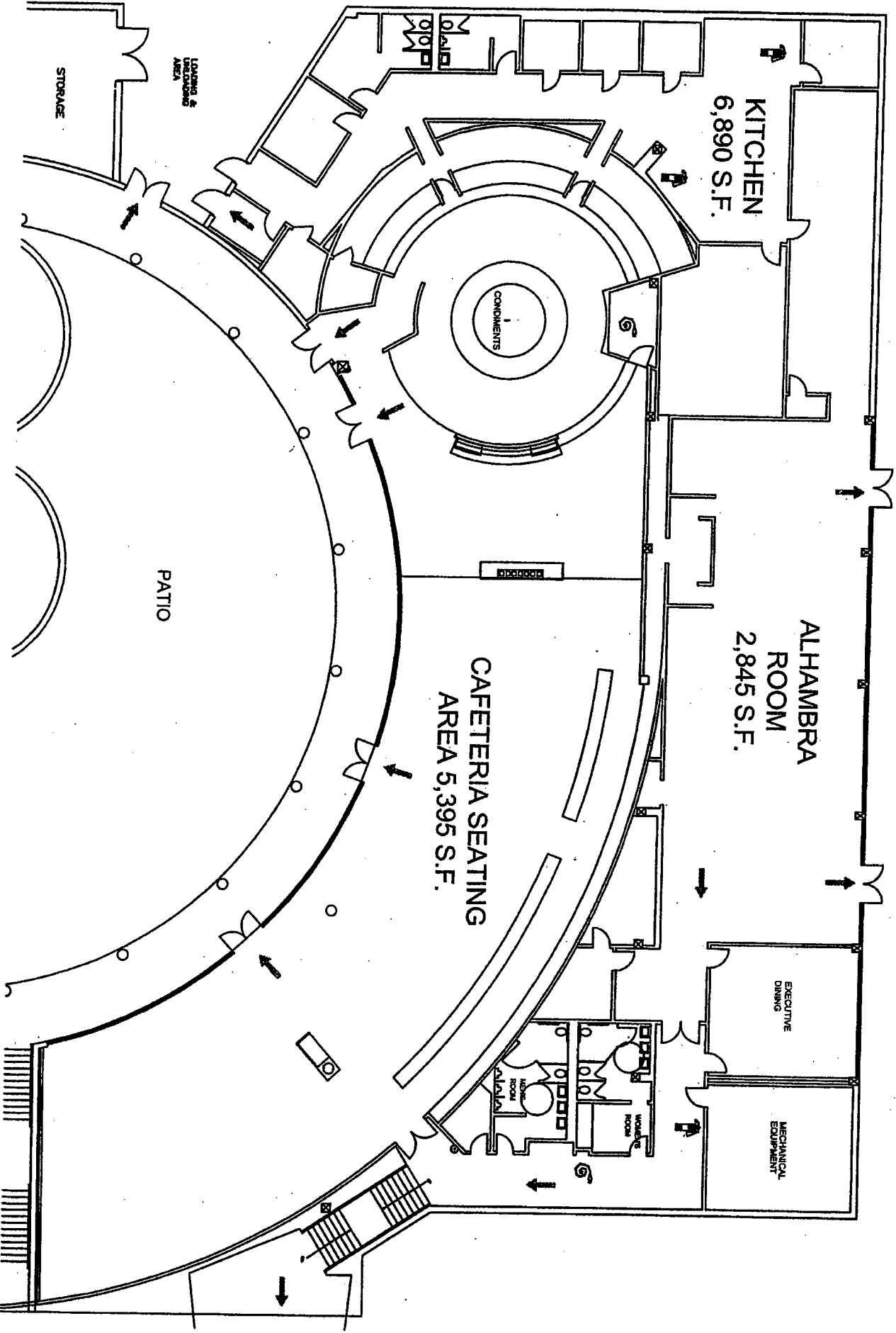
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.



Award Information has not been added at this time.

Bid Information

Bid Number : PW ASD 601
Bid Title : OPERATING FOOD AND VENDING SERVICES AT DEPARTMENT OF PUBLIC WORKS HEADQUARTERS
Bid Type : Service
Department : Public Works
Commodity : CAFETERIA AND RESTAURANT SERVICES
Open Date : 1/1/2006
Closing Date : 2/1/2006 5:30 PM
Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A
Bid Download : Not Available
Bid Description : NOTICE OF REQUEST FOR PROPOSALS FOR OPERATING FOOD AND VENDING SERVICES AT DEPARTMENT OF PUBLIC WORKS HEADQUARTERS

PLEASE TAKE NOTICE that Public Works requests proposals for a contract for Operating Food and Vending Services at the Department of Public Works Headquarters in Alhambra. Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document, including, but not limited to, Proposers or their managing employees, and their on-site supervising employee must have at least five years' experience in performing cafeteria type operations. If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested from Ms. Erin Lomas at (626) 458 4069, Monday through Thursday, 7 a.m. to 5:45 p.m.

A Proposers' Conference will be held on Thursday, January 19, 2006, at 3 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Wednesday, February 1, 2006, at 5:30 p.m. Please direct your questions to Ms. Lomas at the number above.

Contact Name : ERIN LOMAS
Contact Phone# : (626) 458-4049
Contact Email : ELOMAS@LADPW.ORG
Last Changed On : 1/12/2006 5:29:15 PM

[Back to Last Window](#)

[Back to Award Main](#)

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: LUNCHSTOP INC

My County (WebVen) Vendor Number: 12177401

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>11</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associated Persons		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino				1		
Asian or Pacific Islander			1			
American Indian						
Filipino						
White	1	1	2	2	1	2

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	45 %
Women	%	%	%	%	%	55 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
MWD of Southern CA SBE		X			8-3-2007

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>[Signature]</u>	Title: <u>President & CEO</u>	Date: <u>1-27-06</u>
--	-----------------------------------	----------------------

FORM PW-9

County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form
--

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: **Food Systems Inc.**

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT <input type="checkbox"/> I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 68					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff
	Male	Female	Male	Female	Male/Female
Black/African American			1	1	
Hispanic/Latino			8		18 10
Asian or Pacific Islander					2 1
American Indian					
Filipino			1		1
White	1	1	7	2	9 5

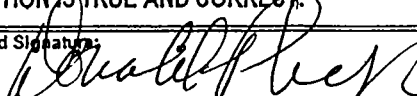
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: February 1, 2006
---	-------------------------	-------------------------------

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: California Dining Services

My County (WebVen) Vendor Number: n/a

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>n/a</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: <u>President</u>	Date: <u>1/31/06</u>
---	-------------------------	----------------------

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Donovan's Cafe

My County (WebVen) Vendor Number: 12859301

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☒ Sole ☐ Partnership ☐ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 8

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associated Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino					3	
Asian or Pacific Islander						
American Indian						
Filipino					1	
White / Armenian					1	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	ARMENIAN White
Men	%	%	%	%	%	100%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: Robert J. Thompson Title: Owner Date: 1/27/06